

**LABOR AGREEMENT BETWEEN**

**THE CITY OF VALLEJO**

**AND**

**THE VALLEJO POLICE OFFICERS ASSOCIATION**

**EFFECTIVE FROM JULY 1, 2000 THROUGH JUNE 30, 2010**

**January 2003 - Yellow**

**March 2003 – Blue**

**July 2003 – Green**

**July 2004 - Violet**



## TABLE OF CONTENTS

SECTION 1:	RECOGNITION.....	1
SECTION 2:	NO DISCRIMINATION .....	1
SECTION 3:	DUES DEDUCTION .....	2
SECTION 4:	HIRING.....	2
SECTION 5:	PROBATIONARY PERIOD.....	2
SECTION 6:	PROMOTIONS .....	2
SECTION 7:	SENIORITY.....	4
SECTION 8:	SALARIES.....	9
SECTION 9:	OTHER SALARY PROVISIONS .....	11
SECTION 10:	SUPPLEMENTAL ALLOWANCES .....	14
SECTION 11:	HOURS OF WORK.....	16
SECTION 12:	OVERTIME .....	18
SECTION 13:	STANDBY, COURT, AND CALL BACK PAY .....	19
SECTION 14:	HAZARD DUTY PAY .....	22
SECTION 15:	OUT OF TOWN EXPENSES.....	23
SECTION 16:	UNIFORM ALLOWANCE .....	23
SECTION 17:	HOLIDAYS AND HOLIDAY PAY .....	24
SECTION 18:	EDUCATIONAL INCENTIVE PAY PROGRAM .....	25
SECTION 19:	ANNUAL LEAVE.....	26
SECTION 20:	SICK LEAVE, SICK LEAVE BUY-BACK, MATERNITY LEAVE, AND BEREAVEMENT LEAVE .....	27
SECTION 21:	MEDICAL EXAMINATIONS.....	29
SECTION 22:	HEALTH AND LIFE INSURANCE.....	29
SECTION 23:	DENTAL PLAN.....	31
SECTION 24:	LEAVES OF ABSENCE.....	31
SECTION 25:	UNAUTHORIZED LEAVE .....	32
SECTION 26:	MILITARY LEAVE .....	32
SECTION 27:	RETIREMENT PLAN .....	33
SECTION 28:	POLICE VEHICLES .....	35
SECTION 29:	SAFETY.....	35
SECTION 30:	GRIEVANCE PROCEDURE .....	35
SECTION 31:	ASSOCIATION BUSINESS .....	39
SECTION 32:	POLICE OFFICERS' EMPLOYMENT RIGHTS .....	40
SECTION 33:	EXISTING BENEFITS.....	40
SECTION 34:	VALIDITY OF AGREEMENT .....	41
SECTION 35:	OUT-OF-CLASSIFICATION ASSIGNMENT.....	42

<b>SECTION 36: POLICE DEPARTMENT GYM .....</b>	<b>42</b>
<b>SECTION 37: EMPLOYEE ASSISTANCE PROGRAM.....</b>	<b>42</b>
<b>SECTION 38: PAYCHECK AVAILABILITY .....</b>	<b>42</b>
<b>SECTION 39: POST TRAINING .....</b>	<b>42</b>
<b>SECTION 40: PREGNANT OFFICERS-MODIFIED DUTY .....</b>	<b>44</b>
<b>SECTION 41: INTERNAL AFFAIRS INTERVIEWS .....</b>	<b>45</b>
<b>SECTION 42: ADMINISTRATIVE APPEAL PROCEDURE FOR WRITTEN REPRIMANDS AND STANDARDS FOR REMOVAL OF DISCIPLINARY ACTIONS FROM SAFETY OFFICER'S FILE.....</b>	<b>47</b>
<b>SECTION 43: COMMUNICATIONS OPERATORS.....</b>	<b>47</b>
<b>SECTION 44: SAFETY VESTS .....</b>	<b>47</b>
<b>SECTION 45: MODIFIED DUTY ASSIGNMENTS .....</b>	<b>48</b>
<b>SECTION 46: EVALUATIONS .....</b>	<b>48</b>
<b>SECTION 47: CITIZEN COMPLAINTS.....</b>	<b>49</b>
<b>SECTION 48: SUBSTANCE ABUSE/DRUG TESTING .....</b>	<b>49</b>
<b>SECTION 49: TERM OF AGREEMENT .....</b>	<b>51</b>
<b>APPENDIX A ERROR! BOOKMARK NOT DEFINED.ERROR! BOOKMARK NOT DEFINED.</b>	

**LABOR AGREEMENT  
BETWEEN THE CITY OF VALLEJO  
AND THE VALLEJO POLICE OFFICERS ASSOCIATION**

THIS AGREEMENT made and entered into at Vallejo, California, by and between the City of Vallejo, a municipal corporation, hereinafter referred to as the "City", and the Vallejo Police Officers Association, a California Corporation, hereinafter referred to as the "Association", is intended to define the wages, hours and working conditions of that group of employees hereinafter identified during the term hereof and upon ratification and approval by the City Council of the City of Vallejo.

## SECTION 1: RECOGNITION

- A. The City recognizes the Vallejo Police Officers Association as the representative in matters pertaining to wages, hours and other conditions of employment for those employees within the representation unit composed of the classified uniformed positions of Police Officer, Corporal, Sergeant, and Lieutenant.
- B. The City agrees that it will not seek removal of listed classifications of Police Officer, Corporal, Sergeant and Lieutenant from the representation unit, nor petition for their exemption from the competitive civil service.

## SECTION 2: NO DISCRIMINATION

- A. There shall be no discrimination by the City of Vallejo in employment conditions or treatment of employees on the basis of race, religion, sex, age, creed, membership or nonmembership in the Association, or participation in the activities of the Association.
- B. There shall be no discrimination by the Vallejo Police Officers Association in treatment of employees on the basis of race, religion, sex, age, creed, membership, participation or nonmembership in the Association.
- C. The City and VPOA acknowledge the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against disabled individuals in employment. Because the ADA requires accommodation for individuals protected under the Act, and because these accommodations must be determined on a case by case basis, the parties may disregard provisions of this Agreement in order for the City to avoid discrimination. VPOA recognizes that the City has a legal obligation to meet with the individual to be accommodated before any adjustment is made in working conditions. VPOA will be notified of the proposed accommodations prior to implementation by the City. Prior to disregarding any provision of this Agreement in order to undertake the required accommodations for an

individual protected by the Act, the City will provide VPOA with written notice of its intent to disregard the provision, and will allow VPOA the opportunity to discuss options to disregarding certain provisions of the Agreement.

### **SECTION 3: DUES DEDUCTION**

- A. Under written authority by an employee and approval by the President and Secretary-Treasurer of the Vallejo Police Officers Association, the City agrees to remit once each month from the accrued wages of each employee, after all other required deductions have been made, the sum certified as Association dues, fees and assessments and deliver the said sum to the Association Secretary-Treasurer. The amount authorized to be deducted may be changed by written request of the President of the Association at the commencement of each fiscal year.
- B. In the event that a dispute by an employee relative to dues deductions results in litigation against the City, the Union agrees to hold the City harmless and reimburse it for any costs and attorneys fees.

### **SECTION 4: HIRING**

- A. Whenever the City hires an employee, it will inform the employee as soon as possible of the terms and provisions of this Agreement. The City will notify the Association in writing of such employment, giving the name, date of hire and job classification of the new employee.

### **SECTION 5: PROBATIONARY PERIOD**

- A. All new employees who enter the City service designated as "lateral entry" Police Officers, and who possess a State of California Police Officers Standards and Training (POST) Basic Certificate, shall serve a probationary period of twelve (12) months.
- B. All other new employees covered under this Agreement shall serve a probationary period of eighteen (18) months.
- C. During the probationary period, employees have no seniority rights, but they shall be subject to all of the other clauses of the Agreement. All employees who are retained beyond the probationary periods as defined in "A" and "B" above shall attain the status of a permanent employee and time spent in the probationary period shall be included when computing their seniority. An employee may be rejected by the City at any time during the probationary period.

### **SECTION 6: PROMOTIONS**

76 A. Promotions to classifications within the unit represented by the Vallejo  
77 Police Officers Association shall be made from the ranks, provided the  
78 candidate on the eligible list is qualified for the vacant position as  
79 determined solely by the Chief of Police in accordance with Civil Service  
80 Commission Rules and Regulations and the following Subsection.

81 1. In the event that there are no names on a reserve or re-  
82 employment list in the classification to be filled, the names of all  
83 candidates on promotional Lists of Eligibles developed under Civil  
84 Service Rules and Regulations shall be certified by the Civil Service  
85 Commission to the Chief of Police. If fewer than three (3) names  
86 remain on the List the Chief may demand certification of at least  
87 three (3) names and examinations shall be conducted until at least  
88 three (3) names may be certified.

89 2. Once a promotional List of Eligibles has been certified by the Civil  
90 Service Commission to the Chief of Police, the Chief of Police shall  
91 recommend promotion to the appointing authority of the candidates  
92 on that List utilizing criteria to include the quality and diversity of the  
93 candidate's experience, raw Civil Service examination scores,  
94 relevant academic and vocational education, work attendance and  
95 productivity, and the candidate's understanding of the requirements  
96 of the classification within the Police Department.

97 B. Vacancies in the exempt classification of Police Captain shall be filled  
98 from the ranks, provided that the candidate is qualified for the vacant  
99 position as determined solely by the appointing authority. All applications  
100 submitted will be evaluated by the appointing authority, and if there are not  
101 at least three (3) that are qualified, then an open recruitment may be  
102 conducted.

103 C. If an officer on a promotional eligibility list created under Civil Service rules  
104 is passed over in preference for someone with a lower standing on that  
105 list, he/she shall be given a written explanation of the reasons from the  
106 Chief of Police.

107 D. Each person receiving a promotional appointment shall serve a probation-  
108 ary period in such promotional position of twelve (12) months, and if at the  
109 end of said period such probationer has not been removed from the  
110 promotional position, his/her appointment shall be deemed complete. Any  
111 probationer may be rejected by the City at any time during the probation-  
112 ary period without right of appeal or hearing in any manner. When a per-  
113 son on promotion probation is removed therefrom, he/she shall be rein-  
114 stated to the position from which he/she was promoted unless he/she is  
115 discharged in accordance with applicable law.

E. Any person receiving a provisional promotion to a classification within the unit represented by the Association who subsequently receives the next regular promotion to that same classification shall receive credit for all time working within that provisional classification towards the completion of his/her twelve (12) month probationary period and the receipt of his/her next scheduled step increase.

1. A provisional promotion will be differentiated from an out of classification assignment as covered in Section 36(A), in that a provisional promotion shall exist for a longer period of time than is required to fill a temporary and unexpected vacancy caused by a regular supervisor's absence due to illness, vacation or regular days off.

2. Employees may serve in provisional appointments for a maximum of nine (9) months. Employees promoted to a higher position after serving as provisional employees in that position shall not receive credit for such provisional service if sixty (60) days or more have elapsed between the end of their provisional appointment and their appointment to the promotional position.

F. The Department shall provide to applicants for promotional positions a generic study guide relating to basic source materials. Nothing in this section requires the Department to include in the study guide references to specific code sections, chapters or orders.

G. Employees applying for promotional examinations within the Department shall receive a notice at least three (3) months in advance of the dates on which each general phase of the examination shall be conducted. If the Department determines to change the date of any phase of the examination, it shall provide written notice of the new date at least fourteen (14) calendar days in advance of the new date.

H. To be eligible for promotion or to be considered for promotion, an employee must have received at least an acceptable evaluation on all evaluation dimensions on the most recent performance evaluation preceding the promotional exam, or have satisfactorily completed a Performance Improvement Plan. The provisions of Section 6H may be waived at the discretion of the Chief of Police.

## **SECTION 7: SENIORITY**

A. Seniority Defined

1. Classification Seniority is defined as the period of most recent continuous service in the employee's classification. Employees shall not attain classification seniority until completion of the



155 probationary period in that classification, at which time classification  
156 seniority shall relate back to the most recent date of appointment to  
157 such classification. Demotion for any reason shall not result in any  
158 loss of seniority in the previous classification.

159 2. Where used in this Section, Patrol Division shall mean the Patrol  
160 Division of the Operations Bureau of the Vallejo Police Department.

161 B. Seniority Credit

162 1. In computing seniority, credit shall be given for all classified service  
163 in the Police Department except that a resignation or discharge  
164 shall be considered a break in service and seniority credit shall not  
165 be given for any service rendered prior to that break.

166 2. Seniority credit shall be allowed only for the following types of  
167 absence from a position in the classified service:

168 a. Absence without pay not exceeding thirty (30) calendar  
169 days.

170 b. Absence during authorized vacation period.

171 c. Absence on leave for active service in the armed forces of  
172 the State of California or of the United States of America.

173 d. Absence on leave to accept exempt employment in any  
174 department, office or bureau of the City, not to exceed one  
175 (1) year of credit.

176 e. Absence on leave to accept temporary emergency  
177 employment.

178 f. Absence on leave to serve the probationary period in a new  
179 class in the event the employee does not complete the  
180 probationary period due to a layoff. Seniority shall be  
181 allowed only in the new class upon subsequent completion  
182 of the probationary period in the new class.

183 g. Absence on leave made necessary by injuries in the line of  
184 duty.

185 h. Absence on leave with pay made necessary by injuries not  
186 sustained in the course of City employment.

187 i. Absence on leave while on loan to another agency if, in the  
188 opinion of the City Manager, the City service stands to

189 benefit from the specific experience obtained from such  
190 other employment or activity.

191 3. Other Seniority Provisions

192 a. In computing length of service, all periods of absence  
193 without pay from the service of the City in excess of thirty  
194 (30) calendar days, notwithstanding the reason or necessity  
195 therefore, shall be deducted and no seniority credit granted  
196 with the exception of recall to active military service which  
197 shall be in compliance with Federal law.

198 b. Seniority credits for periods of absence from one class in or-  
199 der to temporarily fill in another position shall be credited in  
200 the former position.

201 c. If an employee is suspended through no fault of his/her own  
202 and is later reemployed, he/she shall not lose any seniority  
203 credit for any period of actual service; if, however, he/she  
204 has been separated from service by resignation or discharge  
205 for cause and is again employed, he/she shall not receive  
206 any seniority credit for service rendered prior to his/her  
207 separation from service.

208 d. When two or more employees are hired on the same date, in  
209 the position of police officer, seniority shall be determined by  
210 the date of the original police officer employment application  
211 with the City.

212 e. When two or more employees are promoted on the same  
213 date in the same classification, seniority shall be determined  
214 by their final score rank order on the Civil Service list of  
215 eligibles.

216 C. Seniority List

217 1. The Police Department shall establish and maintain a seniority list  
218 by classification seniority. The seniority list shall be updated before  
219 the last quarter of each calendar year and on that date posted in  
220 the department. A copy of the list as posted shall concurrently be  
221 mailed to the Association. Any objections to the seniority list as  
222 posted shall be reported to the department personnel officer within  
223 ten (10) days of the posting. Thereafter, employees shall not be  
224 permitted to question the list as posted.

225 D. Team Assignments

- 226 1. All employees in the classifications of Police Officer, Corporal,  
227 Sergeant and Lieutenant while assigned to the Patrol Division at  
228 the discretion of the Chief of Police shall select annually in  
229 November for a one (1) year period, their preferred team  
230 assignment and days off on the basis of their classification  
231 seniority.
- 232 2. Nothing contained herein shall limit the discretion of the Chief of  
233 Police to determine the number of employees to be assigned to  
234 each patrol team, division, unit, bureau or specialized position, or  
235 the discretion of the Chief of Police to assign and transfer  
236 employees to meet the requirements of the Department. A total of  
237 five (5) specialized officers positions will be available each year  
238 from within all of the Police Department specialized assignments  
239 determined by the Chief of Police. It is understood and agreed that  
240 at least one (1) officer position must be made available within the  
241 specialized assignments determined by the Chief of Police which  
242 contain three (3) or more sworn personnel not less than once every  
243 three (3) years. Officers with two (2) or more years of Vallejo  
244 Police Department experience shall be considered first for a  
245 specialized assignment. Once an officer is rotated out of a  
246 specialized position, he/she shall remain in the Patrol Division for at  
247 least one (1) year prior to another specialized position unless an  
248 exception is granted by the Chief of Police.
- 249 3. In the event it becomes necessary, in the opinion of the Chief of  
250 Police, to transfer a Lieutenant, Sergeant, Corporal, or Police  
251 Officer from one team to another, other than the team designated  
252 as a relief team, it shall be a volunteer or it will be the officer with  
253 the least seniority on the team from which the transfer is to be  
254 made.

255 E. Vacation Selection

- 256 1. All employees shall annually select first and second vacation leave  
257 periods (including annual leave in lieu of holidays) during the  
258 months of November and December of each year on the basis of  
259 classification seniority and rank order within team assignments  
260 using the criteria in Sections E4, E5 and E6 below.
- 261 2. The Chief of Police shall, during November of each year, designate  
262 the maximum number of employees who may be on vacation at any  
263 one time for each bureau, division, team, unit or specialized activity  
264 for the following calendar year.

- 265 3. The selection of vacation periods may not be divided into segments  
266 of less than forty (40) or more than one hundred sixty (160) hours  
267 without the consent of the Chief of Police.
- 268 4. One Patrol Division Sergeant or Lieutenant per watch shall be on  
269 regular assigned duty at all times.
- 270 5. On the first and second vacation selection of more than forty (40)  
271 hours, the Sergeant will not be grouped with Officers.
- 272 6. On vacation selections of less than forty (40) hours, only one Patrol  
273 Division Sergeant or Corporal per team shall be permitted to be on  
274 leave at any time. Only one Patrol Division Officer per team shall  
275 be permitted to be on leave at any time. Two (2) Officers would be  
276 allowed off in those instances where the Sergeant and Corporals  
277 are not on scheduled leave. Team supervisors may deviate from  
278 this provision in allowing additional personnel off in accordance with  
279 procedures established by the Chief of Police.
- 280 7. After the first vacation selection, Advanced Officer Training will be  
281 scheduled around vacations that fall in January and February.
- 282 8. Only one supervisor per shift (either Sergeant or Lieutenant) will be  
283 allowed off on a scheduled vacation during the following listed  
284 holidays:
- 285 a. Fourth of July
- 286 b. Memorial Day
- 287 c. Labor Day
- 288 d. The evening of Halloween, concerning swing shift and  
289 graveyard.
- 290 e. The evening of New Year's Eve, concerning swing shift and  
291 graveyard.
- 292 9. Only one (1) officer per swing shift and graveyard shift is allowed  
293 off on a scheduled absence on the evenings of Halloween and New  
294 Year's Eve.
- 295 10. Traffic Division Officers and their supervisor are not allowed  
296 scheduled vacation during the Fourth of July weekend as declared  
297 by the Traffic Division Supervisor and the scheduled Solano County  
298 Fair.

- F. Seniority shall apply for the selection of beats according to procedures established by the Chief of Police. It is understood and agreed that deviation from seniority shall be allowed when it is determined by the Chief of Police or his representative to be in the best interest of the Police Department.

## SECTION 8: SALARIES

Any modification to Section 12 of the labor agreement between the City of Vallejo and the Vallejo Firefighters, Local 1186 dated July 1, 2000 through June 30, 2010 shall not be binding upon the VPOA and shall be subject to collective negotiations in the manner prescribed in the City Charter.

- A. Wages for members of the bargaining unit shall be increased by six and one half percent (6.5%) for the period July 1, 2000 through June 30, 2001. Wages for that period shall be as specified in Appendix A.
- B. Wages for members of the bargaining unit shall be increased for the period July 1, 2001 through June 30, 2002 by the same percentage provided by the Labor agreement to members of the Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186.
- C. Wages for members of the bargaining unit shall be increased for the period July 1, 2002 through June 30, 2003 by the same percentage provided by the Labor Agreement to members of the Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186. The salary formula for the International Association of Firefighters, Local 1186 for July 1, 2002, is equivalent to a 9.38% salary increase. Additionally, 6.38% of the 9.38% salary increase shall be payable on July 1, 2002. The parties have agreed to forego the retroactive payment of the additional 3% and to have this increase applied to the salaries on July 1, 2003. This shall be done prior to any other salary formula calculations as called for in the current agreement effective for July 1, 2003. Employees who retire during the period of July 1, 2002 through June 30, 2003, shall receive the 3% increase on their final retirement payout for unused leave balances.
- D. Wages for members of the bargaining unit shall be increased for the period of July 1, 2003 through June 30, 2004 by the same percentage provided by the Labor agreement to members of the Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186. The salary formula for the International Association of Firefighters, Local 1186 provides for an increase in the base salaries by the additional 3%, which was postponed July 1, 2002. After which, the base salaries shall increase by the formula outlined in the International Association of Firefighters, Local 1186. The salary formula for the International Association of Firefighters, Local 1186 for July 1, 2003, currently equates to a 6.78% salary increase. Additionally, 0.78% of the

6.78% salary increase shall be payable on July 1, 2003. The parties have agreed to abandon the payment of the additional 6%, which will be divided into three 2% annual increases, and to have these increases applied to the salaries on July 1, 2004, July 1, 2005 and July 1, 2006. This shall be done prior to any other salary formula calculations as called for in the current agreement.

- E. Wages for members of the bargaining unit shall be increased for the period of July 1, 2004 through June 30, 2005 by the same percentage provided by the Labor agreement to members of the Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186. The salary formula for the International Association of Firefighters, Local 1186 provides for an increase in the base salaries by the additional 2%, which was abandoned to July 1, 2004. After which, the base salaries shall increase by the formula outlined in the International Association of Firefighters, Local 1186. The parties agreed to defer the 4.5% scheduled increase to January 2007 to purchase the CalPERS 3% COLA Retirement Enhancement.
- F. Wages for members of the bargaining unit shall be increased for the period of July 1, 2005 through June 30, 2006 by the same percentage provided by the Labor agreement to members of the Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186. The salary formula for the International Association of Firefighters, Local 1186 provides for an increase in the base salaries by the additional 2%, which was abandoned to July 1, 2005. After which, the base salaries shall increase by the formula outlined in the International Association of Firefighters, Local 1186.
- G. Wages for members of the bargaining unit shall be increased for the period of July 1, 2006 through June 30, 2007 by the same percentage provided by the Labor agreement to members of the Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186. The salary formula for the International Association of Firefighters, Local 1186 provides for an increase in the base salaries by the additional 2%, which was abandoned to July 1, 2006. After which, the base salaries shall increase by the formula outlined in the International Association of Firefighters, Local 1186.
- H. Wages for members of the bargaining unit shall be increased for the period of July 1, 2007 through June 30, 2008 by the same percentage provided by the Labor agreement to members of the Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186. The members also have the option of purchasing the CalPERS 3% COLA Retirement Enhancement with their deferred 4.5% July 1, 2004 scheduled salary increase no sooner than January 2007. If the members opt no to purchase this benefit, they shall receive the deferred 4.5% July 1, 2004 scheduled salary increase in addition to the average salary increase as outlined above for the period of July 1, 2007 through June 30, 2008.
- I. Wages for members of the bargaining unit shall be increased for the period of July 1, 2008 through June 30, 2009 by the same percentage provided by the

Labor agreement to members of the Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186.

J. Wages for members of the bargaining unit shall be increased for the period of July 1, 2009 through June 30, 2010 by the same percentage provided by the Labor agreement to members of the Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186.

K. The Corporal classification shall receive salary at seven percent (7%) above the top step Police Officer classification. It is further understood and agreed that while first-line supervision for sworn officers is provided by Police Sergeants, Police Corporals may be assigned to directly supervise and evaluate small work groups composed of non sworn staff members. Nothing in this agreement is intended to diminish the role of Police Sergeants in the Police Department's organizational structure.

L. All employees covered by this Agreement shall have the option to enroll in the deferred compensation plan, which is available to the City.

#### M. Longevity Pay

1. Effective January 1, 2003 the City shall compensate members who have a total of 25 or more years of police service as defined in California Penal Code Sections 830.1 and 830.2 (a), (as the sections existed on July 1, 2003) an amount equal to five percent (5%) above their base salary.

2. Effective July 1, 2003 the City shall compensate members who have a total of 25 or more years of police service as defined in California Penal Code sections 830.1 and 830.2 (a), (as the sections existed on July 1, 2003) will receive an amount equal to ten percent 10% above their base salary.

3. Effective July 1, 2004 the City shall compensate members who have a total of 20 or more years and less than 25 years of police service as defined in California Penal Code sections 830.1 and 830.2 (a), (as the sections existed on July 1, 2003) an amount equal to five percent (5%) above their base salary.

At no time shall such benefit be more than 10%. Vacation and sick leave pay for officers who receive longevity pay shall include the appropriate premiums.

## SECTION 9: OTHER SALARY PROVISIONS

A. The salary plan of the City as it may affect the classifications represented by the Association shall be administered as follows:

1. Entrance Step. The beginning or normal hiring rate will usually be at the First Step. Every new employee shall be paid the First Step on employment, except that the City Manager, or other designated appointing authority, may authorize payment:

- 439 a. of the Second or Third Step of the hiring rate if:
- 440 i) labor supply is unusually restricted and employment
- 441 cannot be accomplished otherwise, or
- 442 ii) the person to be hired is unusually well qualified.
- 443 b. of the Fourth or Fifth Step as the hiring rate as determined
- 444 by the City Manager, or other designated appointing
- 445 authority, for exceptional reasons which shall be
- 446 documented in the appointing action.
- 447 2. Eligibility for Advancement. Time in step shall begin on the first day
- 448 of the payroll period if employment occurs during the first five (5)
- 449 days of the payroll period. If an employee begins work after the
- 450 fifth day of any payroll period, time in step shall begin on the first
- 451 day of the ensuing payroll period. The following time-in-step
- 452 requirements create eligibility for the next higher step:

453	<u>Step Time-in-Step</u>	
454	1	6 Months
455	2	6 Months
456	3	1 Year
457	4	1 Year



458

459

a. First Step: Normal hiring rate with no prior job experience.

460

b. Second Step: Employee eligible after completion of six (6) months satisfactory work in the First Step or the equivalent of proven prior experience.

461

462

463

c. Third Step: Employee eligible after at least six (6) months satisfactory work in the Second Step or the equivalent of proven prior experience.

464

465

466

d. Fourth Step: Employee eligible after at least one (1) year of fully satisfactory work in the Third Step or the equivalent of proven prior experience.

467

468

469

3. Fifth Step: Employee eligible after at least one (1) year fully satisfactory work in the Fourth Step. Change in Pay When Employees Change Classification

470

471

472

a. Promotion. When an employee is promoted to a position of different classification with a salary range higher than that for the position previously occupied, he/she will receive the step that is 5% above his/her current salary. However if the next highest range above his/her current salary is at least 4.5% higher, he/she shall receive that salary range instead.

473

474

475

476

477

478

b. Reclassification Upward. When a position is reclassified to a classification having a higher salary range, and the incumbent employee is appointed to the position so reclassified, the salary rate of such employee appointed to the reclassified position will normally be placed at the First Step in the higher range, provided that the present salary of such employee shall be continued if it is higher than the First Step in the higher range.

479

480

481

482

483

484

485

486

c. Reclassification Downward. When a position is reclassified to a classification having a lower salary range and the incumbent employee is appointed to the position so reclassified, the salary rate of such employee will normally remain at the current rate. If the current rate then exceeds the maximum step of the new range, salary will be frozen at its current level until the incumbent leaves the position.

487

488

489

490

491

492

493

4. Hourly Pay Rates. The hourly rate of an employee shall be calculated by dividing his/her total monthly rate by the product of 4.333 and the number of hours in his/her normal work week.

494

495

496 B. Canine Officers

- 497 1. Canine Officers shall be declared to be 7k exempt employees  
498 under the Fair Labor Standards Act (FLSA) and shall be assigned  
499 to a seven (7) day, 43 hour work period.
- 500 2. During a given work period, a Canine Officer may utilize up to  
501 twenty-five (25) minutes of off-duty time per day for six (6) days per  
502 work period and up to thirty (30) minutes of off-duty time one (1)  
503 day per work period for the care and feeding of their assigned dog.  
504 The rate of pay for such off-duty time spent caring for their  
505 assigned dog shall be the officer's regular rate of pay.
- 506 3. A Canine Officer is prohibited from working off-duty more than the  
507 25 or 30 minutes per day as specified above without advance  
508 written permission from the Chief of Police, or his designee, except  
509 in the case of an emergency involving the animal. In such case,  
510 the rate of pay for the additional off-duty time shall be paid at the  
511 rate required by the FLSA.
- 512 4. Dog care time shall not be considered time worked for purposes of  
513 overtime under the labor agreement.
- 514 5. To the extent required by law, dog care time shall be included in  
515 determining the Fair Labor Standards (FLSA) "hours worked" for  
516 the seven (7) day FLSA work period, and the pay for such dog care  
517 shall be computed in accordance with the FLSA.
- 518 6. The City shall reimburse a Canine Officer for all of the following  
519 expenses: (1) veterinarian fees; (2) food; (3) grooming supplies;  
520 and (4) other items essential for the care of the animal. To be  
521 eligible for such reimbursement, advanced approval must be  
522 received from the Chief of Police or his designee for all non-  
523 emergency expenses.
- 524 7. The City reserves the exclusive right to terminate the Canine  
525 Program at any time for reasons determined appropriate by the  
526 Chief of Police.

- 527 C. Employees shall receive their compensation in a single check which shall  
528 include the regular base salary, overtime, and out of classification com-  
529 pensation. In the event IRS Regulations prohibit dual deductions on a  
530 single check, two (2) checks will be issued.

531 **SECTION 10: SUPPLEMENTAL ALLOWANCES**

- 532 A. Telephone Expense. The City shall continue to reimburse members of the  
533 Association for the basic monthly cost of maintaining a phone. Such

534 reimbursement shall be at the rate of \$6.53 per month and will be paid to  
535 active employees in this representational bargaining unit in a lump sum  
536 between June 1 and June 15 of each year; said sum to cover the twelve  
537 (12) month period ending on June 30 of each year.

538 B. Bilingual Pay. Effective July 1, 2005, any employee who is bilingual shall  
539 receive an additional 1% incentive pay in addition to his / her base salary,  
540 provided the employee successfully completes the required proficiency  
541 exam. Vacation and sick leave pay for bilingual officers shall include the  
542 appropriate premiums for such assignment.

- 543
- 544 1. The City shall provide training materials such as CD's or computer  
545 programs which the employee can utilize to train on their own time.
- 546
- 547 2. The proficiency exam shall be approved by both VPOA and the City of  
548 Vallejo Human Resources Department.
- 549
- 550 3. The maximum Bi-lingual incentive pay shall be 1%.
- 551

## SECTION 11: HOURS OF WORK

- A. Where used in this Section, Patrol Division shall mean the Patrol Division of the Operations Bureau of the Vallejo Police Department.
- B. A normal work week shall consist of forty (40) hours, based on a fifty-two (52) week year. A normal work week shall consists of seven (7) consecutive 24-hour periods beginning at 12:00 am on Saturday.
- C. A normal work day shall consist of ten (10) hours per day on the basis of a 4-10 work week for the Patrol Division. The normal work day shall consist of ten (10) hours on the basis of a 4-10 work week for the Crime Suppression Unit, the Traffic Division, Investigations, and for any other bargaining unit employee(s) where such a work schedule is determined appropriate by the Chief of Police. For employees not on a 4-10 work week, the normal work day shall consist of eight (8) hours per day on the basis of a five (5) day work week. Included in the normal work day is a thirty (30) minute paid on-duty lunch period which shall be taken as directed by the Chief of Police.
1. The City will implement on or about the first week in March 1981, a 4-10 plan applicable to employees assigned to the Patrol Division.
  2. Notwithstanding other provisions of this Agreement, the Police Chief retains the unilateral right to develop, administer and structure a 4-10 plan to meet the needs of the Department.
  3. An evaluation of the 4-10 plan shall be conducted by the Police Chief using such criteria as he/she deems appropriate.
  4. For the Patrol Division, the Police Chief retains the unilateral right to discontinue the 4-10 plan on the termination of this contract and to revert to a 5-8 schedule except as such right shall be constrained by negotiations, mediation, or arbitration pursuant to the City Charter as amended in 1980. For all other employees, the Police Chief retains the unilateral right to discontinue the 4-10 plan on the termination of this contract.
- D. Once shift selection has been completed, work schedules (work days and reporting times) shall remain in effect for a period of at least three (3) months except as provided in subsections 11E, 11F and 11G below. Any change in work schedules shall be posted at least ten (10) days in advance. Selection will be completed when the last eligible non-probationary officer picks his/her shift.
- E. The Youth Services Section shall be assigned to a 4-10 work schedule during the summer break in the school year. It is agreed by the City and

590 the Association that the schedule change may terminate in less than three  
591 (3) months at the end of the summer break.

592 F. All employees outside of the Patrol Division shall have a flexible work  
593 schedule while assigned to a 4-10 work schedule. For purpose of this  
594 Agreement, a flexible work schedule is one in which assigned starting and  
595 ending times may be periodically changed by the Chief of Police or his  
596 representative according to the following:

597 1. Officers assigned to the Crime Suppression Unit may have their  
598 assigned starting and ending times changed by up to two (2) hours  
599 with advanced notice determined appropriate by the Chief of Police.  
600 A twenty-four (24) notice shall be required for changes in excess of  
601 two (2) hours.

602 2. All other Officers may have their assigned starting and ending times  
603 changed by up to two (2) hours with advanced notice determined  
604 appropriate by the Chief of Police. A seventy-two (72) hour notice  
605 shall be required for changes in excess of two (2) hours. In the  
606 event that the required notice is not given and the employee's  
607 normal work schedule (normal reporting time) is changed in excess  
608 of two (2) hours, he/she shall be paid at the rate of time and one-  
609 half for hours worked outside the normal schedule.

610 3. An Officers schedule shall not be changed under Section 11F in  
611 excess of one (1) hour to avoid payment of court overtime.

612 4. The City shall be reasonable in work schedule changes made  
613 under Section 11F. It is understood that schedule changes shall be  
614 made in response to Police Department needs as determined by  
615 the Chief of Police.

616 5. The Association and the Chief of Police shall meet and review the  
617 schedule changes made under Section 11F by June 30, 1997.  
618 Changes can be made with mutual consent.

619 G. All employees may have their shifts, work schedules, hours of work  
620 including days off temporarily changed by the Chief of Police or his/her  
621 representative for the purpose of attending training. In such cases, the  
622 employees shall be given ten (10) calendar days notice of the change.  
623 The objective under this subsection is to maximize the number of  
624 productive hours for the employee during the work week in which training  
625 occurs.

626 H. For personnel assigned to other jurisdictions (e.g., DEA, County Task  
627 Force, etc.) the hours of work shall comport with the schedule of their  
628 assignment.

## SECTION 12: OVERTIME

- A. As used in this Agreement, overtime shall mean that time an employee is authorized to work in excess of his/her regularly scheduled hours of work in any given day. Time shall be recorded to the nearest one-half hour (30 minutes) with an employee having to work at least fifteen (15) minutes of the half hour in order to qualify.
- B. Overtime shall be paid at the rate of time-and-one-half the regular rate of pay and computed in one-half ( $\frac{1}{2}$ ) hour increments for an employee having worked at least fifteen (15) minutes of the half hour, except as set forth in Subsections C and D below.
- C. It is understood and agreed that promoted employees during their first six (6) months of promotional probation and all initial probationary employees during their first twelve (12) months of probation shall not be entitled to overtime payments for overtime hours resulting from training evaluation, and counseling activities. Such employees for any such overtime hours worked shall receive compensatory time off based on an hour-for-hour equivalent of the overtime hours worked. Said time off shall be taken in accordance with the needs of the Police Department with due regard for the desires of the employees. For routine operational functions, all employees shall be treated in accordance with Subsections A and B above.
- D. It is understood and agreed that employees performing full or modified duties who as a result of a job incurred injury must attend medical treatment or evaluation at times other than their regularly scheduled working hours shall not be entitled to overtime payments. Such employees shall receive compensatory time off based on an hour-for-hour equivalent for such treatment or evaluation received on a regularly scheduled work day. Said time off shall be taken from a contiguous shift and in accordance with the needs of the Vallejo Police Department. In the event that an employee cannot take that time off on a contiguous shift, the employee shall be eligible to place the compensatory time (at straight time) on the books subject to the rules of the Vallejo Police Department.
- E. The following steps will be followed by the on-duty Watch Commander when ordering an on-duty officer to work overtime that is not voluntary:
1. The on-duty Watch Commander shall first ask any on-duty police officers for volunteers to work overtime.
  2. If unsuccessful, the on-duty Watch Commander shall contact oncoming officers who have placed their names on a volunteer list. If still unsuccessful, the on duty Watch Commander shall then make at least four (4) calls to off-duty officers who have placed their name on a volunteer list, to have them work the overtime.

- 670 3. If the on-duty Watch Commander is unsuccessful in finding  
671 someone to voluntarily work the overtime, the following procedure  
672 shall be used:
- 673 a. Starting with the least senior officer and working up to the  
674 most senior officer, personnel will be ordered to work  
675 overtime.
- 676 b. A list shall be kept in the Watch Commander's office showing  
677 each time an officer is ordered to work overtime so that no  
678 officer shall be ordered to work overtime a second time until  
679 all officers on the list have been ordered to work overtime  
680 once.
- 681 c. If an officer is skipped due to absence, that officer will be first  
682 in line to be ordered to work overtime upon his/her return.
- 683 d. Any officer who has a hardship reason for not being able to  
684 work the overtime will be passed over until the next time  
685 someone is ordered to work overtime.
- 686 e. An officer who is ordered to work overtime will be  
687 reimbursed for the actual and necessary cost of a meal, not  
688 to exceed \$7.50. This will apply to those officers who work  
689 for at least four (4) hours overtime.
- 690 4. When the procedure is exhausted or if, in the judgement and  
691 discretion of the Chief of Police, time does not allow for the pursuit  
692 or completion of this procedure, the Chief of Police or his designee  
693 may require employees to provide overtime work, and employee  
694 may not refuse overtime assignments.

### 695 **SECTION 13: STANDBY, COURT, AND CALL BACK PAY**

- 696 A. Standby Pay. Employees may be assigned to standby duty by the Chief  
697 of Police or his/her authorized representative.
- 698 1. Employees assigned to standby duty, other than detectives in the  
699 General Investigations Division, shall be compensated at the  
700 overtime rate of time-and-one-half for all such hours with a  
701 minimum of two (2) hours compensation
- 702 2. Detectives shall be assigned to standby duty under the following  
703 conditions:
- 704 a. When assigned to standby duty, the detective on standby  
705 shall be paid at the rate of one (1) hour's pay at time-and-  
706 one-half for each eight (8) hours on standby. (On work days,

707 the period between 1700 and 0830 hours shall be  
708 considered sixteen (16) hours for this purpose.)

709 b. Insofar as possible, standby shall be assigned to detectives  
710 on a rotational basis, evenly divided among those in the  
711 Division.

712 c. If a detective on standby is called in to work, compensation  
713 shall be paid at time-and-one-half for time worked, in  
714 addition to compensation provided in A.2.a. above, with a  
715 minimum of two (2) hours.

716 d. Detectives may arrange trades for standby duty with  
717 approval of the immediate supervisor, with compensation  
718 paid to the detective who performs the standby duty.

719 e. Standby detectives called in to work may, with approval of  
720 competent authority, call in additional detectives and/or  
721 clerical support for assistance as the particular investigation  
722 may require.

723 3. Compensation as in A.1. and A.2. above shall be paid in either  
724 compensatory time or pay, in accordance with the needs of the  
725 Police Department, with due regard for the desires of the employee.  
726 The primary purpose of this subsection is to ensure minimum  
727 staffing.

728 4. An employee who is assigned to standby duty shall keep the on-  
729 duty supervisor informed at all times where the employee may be  
730 reached by telephone and be available to report to duty within a  
731 reasonable time.

732 5. An employee assigned to standby duty who fails to comply with the  
733 telephone and availability conditions shall not receive standby  
734 compensation for the standby period and may be subject to  
735 disciplinary action, for just cause.

736 B. Call Back. Employees called back to duty during off-duty hours shall be  
737 compensated at the rate of time and one-half for all hours of such call  
738 back with a minimum of three (3) hours compensation. This minimum  
739 shall not apply when an employee is called back to duty within one (1)  
740 hour of a scheduled work shift. In this case, the employee shall receive  
741 one (1) hour pay at the rate of time and one-half.

742 C. Court Time. Employees required to make court appearances on behalf of  
743 the City of Vallejo during off-duty hours, shall be compensated at the rate  
744 of time and one-half for all hours of such time with a minimum of four (4)  
745 hours compensation. For other cases arising out of their use of police



746 officer powers, the City may compensate the officer for court appearances  
747 as determined by the Chief of Police in his/her discretion. This minimum  
748 shall not apply when the court appearance is within two (2) hours of the  
749 start of a scheduled work shift. VPD police officers who have laterally  
750 transferred from other law enforcement agencies and are subpoenaed to  
751 testify for such agencies relative to their prior law enforcement activities  
752 shall be entitled to court time pursuant to this section.

753 1. Travel time shall be included in the minimum compensation if four  
754 (4) hours or less total time is involved.

755 2. An employee who is subpoenaed to court shall telephone a City  
756 maintained answering machine between the hours of 5 p.m. and  
757 midnight on the date preceding the court appearance date to verify  
758 that the subpoena has not been canceled. An employee who fails  
759 to make verification will not be compensated if the employee  
760 appears in court when the appearance has been canceled.  
761

- 762 3. All subpoenas' shall be served in accordance with California Penal  
763 Code Section 1328. An employee shall be notified at the earliest  
764 time of the cancellation of the subpoena.
- 765 4. An employee who has a pending day-off court appearance  
766 canceled or rescheduled to a subsequent day shall receive two (2)  
767 hours pay at the rate of time and one-half as a  
768 rescheduling/cancellation fee for such occurrence. No more than  
769 one rescheduling fee shall apply per day and it will no longer be  
770 necessary for the employee to appear or stamp his / her subpoena  
771 at the District Attorneys office to receive such payment.
- 772 5. When a subpoena requires an employee to appear in court within  
773 three (3) hours after the employee's regularly scheduled shift ends,  
774 the employee may elect to have his/her overtime commence at the  
775 end of his/her regularly scheduled shift. If the employee elects to  
776 do this, the employee shall continue working as directed by the  
777 Watch Commander until said court appearance.
- 778 6. When an employee is subpoenaed to court during off-duty hours  
779 and that court appearance terminates after the four (4) hour  
780 minimum and within three (3) hours of the employee's regularly  
781 scheduled shift, the employee may elect to have his/her overtime  
782 continue until the employee's regularly scheduled shift commences.  
783 If the employee elects to do this, the employee shall report to the  
784 Watch Commander for duty when he/she has completed said court  
785 appearance.

## 786 SECTION 14: HAZARD DUTY PAY

787

- 788 A. Motorcycle Duty. Effective July 1, 2003, any employee regularly assigned  
789 to motorcycle duty shall receive an additional 2.5% incentive pay in  
790 addition to his / her base salary. Vacation and sick leave pay for officers  
791 assigned to motorcycle duty shall include the appropriate premiums for  
792 such assignment. Any employee assigned to motorcycle duty on a part  
793 time basis shall receive an additional Two Dollars (\$2.00) for each shift so  
794 assigned.
- 795
- 796 B. SWAT Pay. Effective July 1, 2003, any employee regularly assigned to  
797 the SWAT Team shall receive an additional 1% incentive pay in addition to  
798 his / her base salary, provided the employee successfully completes the  
799 required physical agility standards. Vacation and sick leave pay for of-  
800 ficers assigned to the SWAT Team shall include the appropriate premiums  
801 for such assignment. It is specifically understood that employees may be  
802 removed from SWAT duties at the direction of the Chief of Police.  
803

## SECTION 15: OUT OF TOWN EXPENSES

A. Out of town expenses, meaning compensation for mileage for the use of a private vehicle or the cost of meals necessary in relation to employment are to be paid by the City. Authorization for either compensation for mileage for private vehicle or compensation for meals must be approved in advance by the Department. City vehicles must be used before private vehicles are used and permission for use of private vehicles will be granted only if no City vehicles are available.

1. Compensation for meals will be granted only when an employee's presence out of town is required by Department business and covers a normal meal.

2. Compensation for meals shall be as follows: \$7.64 for breakfast, \$7.64 for lunch, \$18.34 for dinner.

3. If the employee's presence out of town requires the consumption of breakfast, lunch, and dinner, then the employee shall receive a total of \$ 33.62 for meals.

4. Meal Allowances will be increased on July 1, 1993 by the amount of the Consumer Price Index for the United States, All Urban Consumers Food Away From Home, for the previous year measured to April preceding the effective date.

B. Mileage payments for the use of a private vehicle on City business, and compensation for meals while out of town shall be in accordance with the prevailing City policies and practices.

C. No receipt shall be required for meals except when it is needed to draw from petty cash.

## SECTION 16: UNIFORM ALLOWANCE

A. Effective July 1, 2000, 2001, 2002, and 2003 the uniform allowance shall be \$800.00 for all employees.

B. Effective July 1, 2003 the uniform allowance of \$800 for each employee shall increase by an amount, rounded to the nearest dollar, equal to the percentage increase applied to base salaries for the year.

C. Effective July 1, 2004 the uniform allowance for each employee shall increase by an amount, rounded to the nearest dollar, equal to the percentage increase applied to base salaries for the year.

- 842 D. Effective July 1, 2005 the uniform allowance for each employee shall increase by an  
843 amount, rounded to the nearest dollar, equal to the percentage increase applied to base  
844 salaries for the year, plus an additional \$100.00.
- 845
- 846 E. Effective July 1, 2006 the uniform allowance for each employee shall increase by an  
847 amount, rounded to the nearest dollar, equal to the percentage increase applied to base  
848 salaries for the year, plus an additional \$100.00.
- 849
- 850 F. This amount shall be paid on the first regular payday in December of each year. It is  
851 understood and agreed that said uniform allowance is a reimbursement for costs incurred  
852 by employees during the entire calendar year in which payment is made. It shall be the  
853 responsibility of the employee to see that uniforms are kept clean and in good repair.
- 854
- 855 1. Any employee dismissed from City service shall not be eligible for a uniform  
856 allowance for the fiscal year in which dismissal occurs.
- 857
- 858 2. Persons employed for less than the full calendar year shall be eligible for a pro-rata  
859 uniform allowance, which shall be 1/12 of the full amount of annual allowance for each  
860 full month of service.
- 861
- 862
- 863

## 864 **SECTION 17: HOLIDAYS AND HOLIDAY PAY**

- 865
- 866 A. Employees shall be entitled to thirteen (13) days annual leave in lieu of holidays.  
867 For purposes of this section, a holiday is equal to ten (10) hours. Holidays shall  
868 be accrued at the rate of time and one-half. Employees shall have the right to  
869 elect on or before November 1st of each year to be paid for not more than five (5)  
870 days in lieu of time off at the rate of time and one-half, payment therefore to be  
871 made in one lump sum on the first regular payday in December of the year  
872 following said election. The first choice shall be no later than January 1, for  
873 payments to be received the following December. In the event an employee  
874 retires, the employee shall receive a pro-rata payment of one quarter of the  
875 number of days elected for each full quarter year completed (January-March;  
876 April-June; July-September; October-December.) The holidays so identified shall  
877 be Independence Day, Labor Day, Admissions Day, Columbus Day, Veteran's  
878 Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, New  
879 Year's Day, Washington's Birthday, Lincoln's Birthday, Martin Luther King, Jr.  
880 Day, and Memorial Day.
- 881

882

883 **SECTION 18: EDUCATIONAL INCENTIVE PAY PROGRAM**

884 A. Employees Covered

885 1. All employees shall be entitled to receive an additional 3% of salary  
886 per month if they have obtained an Intermediate Certificate issued  
887 by the California Commission on Peace Officer Standards and  
888 Training (POST), and shall be entitled to receive an additional 5%  
889 of salary per month if they have obtained a POST Advanced  
890 Certificate. These amounts shall not be compounded and a  
891 bargaining unit member may receive Educational Incentive Pay for  
892 only the highest certificate awarded.

893 2. Effective January 1, 2000, employees shall be eligible for payments  
894 under this subsection upon completion of the probationary period.

895 B. Incentive Program

896 1. Effective January 1, 2000, the First Award for all classifications  
897 shall be three percent (3%) per month, and the Second Award shall  
898 be five percent (5%) per month.

899 2. The Educational Incentive Benefit shall be included in the  
900 computation for overtime.

901 3. Upon meeting the requirements, educational incentive pay shall be  
902 retroactive to the first pay period following application by the  
903 employee.  
904

## SECTION 19: ANNUAL LEAVE

- A. Employees covered by this Agreement shall be entitled to accumulate annual leave in accordance with the following schedule based on years of continuous service:

Years of Continuous Service	Accrued Annual Leave Per Biweekly Pay Period
0 Through 4	10.58 Hours
More than 4 Through 12	12.12 Hours
More than 12 Through 20	13.66 Hours
More than 20 Through 26	14.89 Hours
More than 26	16.12 Hours

- B. The annual leave accrual rates in the table listed in the table immediately above include the accrual of the annual leave referred to in Section 17, Holidays and Holiday Pay.

- C. Effective July 1, 2003 employees are eligible to accumulate annual leave up to the amount which can be accumulated in four (4) years.

- D. Effective January 1, 1997, no employee shall be allowed to accrue annual leave above the maximum allowed accumulation from all sources of annual leave accrual at any time unless one of the following exceptions is granted by the Director of Human Resource, or designate.

1. An exception shall be granted by the Director of Human Resources or his designate, in the event that an injury or illness to the employee, or the employee serving on jury duty precludes that employee from using accrued annual leave. To be considered for this exception, the Director of Human Resources must be informed of the circumstances surrounding the need to allow for the exception before an employee's annual leave accumulation reaches the maximum. The employee shall be paid for any accrual in excess of the maximum which occurs during the period of time the employee was precluded from using annual leave due to the circumstances listed above. Payment for such annual leave shall be at the employee's current pay rate.

2. The Director of Human Resources, or designate, shall grant an exception in cases where an employee's scheduled annual leave was canceled by the Chief of Police. To be considered for this exception, the Director of Human Resources must be informed of the circumstances surrounding the need to allow for the exception before an employee's annual leave accumulation reaches the

maximum. The employee shall be paid for any accrual in excess of the maximum caused by the cancellation of the scheduled annual leave. In no circumstances, shall the amount of payment exceed the amount of vacation that was canceled by the Chief of Police.

## **SECTION 20: SICK LEAVE, SICK LEAVE BUY-BACK, MATERNITY LEAVE, AND BEREAVEMENT LEAVE**

- A. Upon satisfactory completion of six (6) months of full-time service by any regular employee, his/her record shall be credited with ten (10) hours sick leave for each full month between the date of employment and the end of the current calendar year. Thereafter, the employee shall be credited with ten (10) additional hours sick leave for each additional full month of employment to a maximum of one hundred-twenty (120) hours in each consecutive twelve (12) month period.
- B. Whenever an employee is granted and takes sick leave, the number of hours which occur during said leave based on the employee's scheduled work day shall be subtracted from accumulated sick leave benefits. Any member of the bargaining unit assigned to work a shift in excess of 10 hours, who is off sick for an entire work day shall have only 10 hours deducted from his/her sick leave balance. The intent of this provision is to ensure that each employee receives a full 12 sick days per year.
- C. Sick Leave Buy-Back. After ten (10) or more years of continuous service, any employee who retires, resigns, dies or is laid off by City action, shall be paid for one-half (½) of any accumulated sick leave pay, at his/her regular straight time rate of pay, said payment to be made to the employee or his/her designated beneficiary. The ten (10) year minimum shall be waived in the event of a work-related disability retirement.
- D. Officers on 4850 time are to recuperate at their place of residence or other acceptable place commensurate with their medical condition, except when being treated by medical personnel or when hospitalized, and they are to keep the Division Commander or his/her designate regularly informed as to their locality. Failure to follow the above guidelines may subject an officer to the loss of paid 4850 leave and/or disciplinary action.
- E. The City will amend its PERS contract pursuant to Government Code Section 20.862.8 to permit employees to credit accumulated sick leave towards retirement service credit. Prior to calculating retirement service, pay for unused sick leave received by employees under Subsection 20.C shall be deducted from accumulated sick leave hours.
- F. All employees will be eligible for maternity leave for childbearing or pregnancy related disability. Said leave will not exceed twelve (12) weeks. Maternity leave may commence no earlier than two (2) weeks prior to the expected birth unless stipulated by the attending physician and/or employee's OB-GYN.

982 Extensions shall be granted upon the recommendation of the attending  
983 physician and/or the employee's OB-GYN regarding pregnancy related  
984 illness.

985 1. No employee will be penalized for time off due to her pregnancy or  
986 childbearing.

987 2. All employees, while on unpaid maternity leave, will be responsible  
988 for full payment of any City-paid contribution into benefits on behalf  
989 of the employee.

990 3. Maternity leave must be requested in writing to the City Manager.

991 4. No employee will suffer a loss in seniority as it relates to vacation  
992 scheduling, reassignments, layoffs, and recall during the initial  
993 twelve (12) week maternity leave period. Loss of seniority will result  
994 after twelve (12) weeks unless a pregnancy related extension is  
995 stipulated by the attending physician and/or the employee's OB-  
996 GYN.

997 5. The employee shall have the option of using sick leave, annual  
998 leave, compensation leave, leave without pay, or emergency leave.

999 6. After leave for childbearing or pregnancy related disability, the  
1000 employee shall be reinstated to her original position before the leave  
1001 or to a position of like status.

1002 G. Each employee occupying a permanent position shall be eligible for paid  
1003 Bereavement Leave up to a maximum of three (3) working days per  
1004 bereavement for the death of the employee's husband, wife, parent, brother,  
1005 sister, child, grandparent, or grandchild or the corresponding relations by  
1006 affinity, provided:

1007 1. The employee notified the City of the purpose of his/her absence  
1008 on the first day of such absence;

1009 2. The day of absence is one of the three (3) days commencing with  
1010 the day of such death or the day immediately following the day of  
1011 such death;

1012 3. The absence occurs on the day during which the employee would  
1013 have worked but for the absence;

1014 4. The day of absence is not later than the day of such funeral except  
1015 where substantial travel time is required;

1016 5. The employee, when requested, furnishes proof satisfactory to the  
1017 City of the death, his/her relationship to the deceased, the date of  
1018 the funeral, and the employee's actual attendance at such funeral.



- H. An employee shall not be allowed to use sick leave for any work-related illness or injury.

## **SECTION 21: MEDICAL EXAMINATIONS**

- A. Whenever an employee sustains an injury or disability arising out of and in the course of his/her employment with the City, and by reason thereof becomes entitled to receive compensation under the Insurance Safety Act of the State of California or under any other State law, the employee shall be granted leave with pay while such disability continues but not to exceed one (1) year for any one injury or disability, provided, that such employee assigns to the City of Vallejo any compensation allowed him/her under the Workers' Compensation Insurance and Safety Act, or under any State law. Paid leave shall be granted regardless of the accumulated sick leave balance credited to the employee.
- B. If, in the opinion of the appointing authority, an employee is incapacitated from performing the duties of his/her position on account of sickness or injury, such employee may be required to submit himself/herself for examination to the City health officer or physician or other practitioner approved by the City Manager.
- C. If the report of such physician or physicians shows the employee to be in an unfit condition to perform his/her duties, the department head shall have the authority, subject to the approval of the City Manager, to compel such employee to take sufficient leave of absence as will be necessary to fit him/her to perform the duties of his/her position; provided, however, that if such employee is eligible for disability retirement under the provisions of State law, the City Manager may direct the Director of Human Resources to submit the medical report of said physician or physicians to the Retirement Board for the purpose of considering the retirement of the employee for permanent disability.
- D. If an employee is required to submit to a medical exam, the employee shall be given a copy of the results once those results are provided to the department. This provision does not apply to psychological or psychiatric exams.

## **SECTION 22: HEALTH AND LIFE INSURANCE**

- A. Health Insurance
1. The City shall provide to all employees and eligible dependents, and to retiree-annuitants, the PERS Health Benefits Program.
  2. Effective July 1, 1996, the City's payment of medical premiums for employees and eligible dependents shall be the full premium cost of the chosen medical plan offered through PERS Health Plan Services Division.

- 1059 3. The City's existing health program for retiree-annuitants shall  
1060 continue through December 31, 1996. Effective January 1, 1997,  
1061 City's contribution for eligible police retiree-annuitants shall be the  
1062 same as the current City of Vallejo Fire retiree-annuitants. Also,  
1063 effective January 1, 1997, police retiree-annuitant basic and  
1064 supplemental contribution rates for subsequent years will be  
1065 increased by 10% per year pursuant to the Government Code.
- 1066 4. The eligible retiree-annuitants must be members of the PERS  
1067 Health Benefits Program at the time of retirement.
- 1068 5. Eligible retiree-annuitants will be those retired employees of the  
1069 City who meet the requirements of PERS retirement.
- 1070 6. If retiree-annuitants are enrolled in both Part A (Hospital) and Part  
1071 B (Medical) of Medicare, then the retiree-annuitants shall  
1072 participate in a Medicare supplementary program as provided for in  
1073 Government Code Sections 22819 and 22859.
- 1074 7. The City will provide an optical and eyeglasses plan to all  
1075 employees and their dependents and shall pay the full cost  
  
1076 of the plan. Effective July 1, 1996 the optical and eyeglass plan  
1077 provided by the City shall provide the same or similar benefit levels  
1078 to Vision Services Plan C.
- 1079 8. The City agrees to continue payment for health and welfare  
1080 benefits for the surviving spouse of an Officer killed in the line of  
1081 duty until such spouse remarries, and for the surviving children of  
1082 such officer until each reaches the age of eighteen (18) or is no  
1083 longer a dependent of the surviving spouse (as determined by the  
1084 IRS) whichever is later. This is subject to the rules and regulations  
1085 of the various carriers of the health and welfare benefits.
- 1086 9. Effective July 1, 1996, employees who have health insurance may  
1087 waive the health insurance coverage offered by the City if they  
1088 prove to the City's satisfaction that they have medical coverage  
1089 which is at least equal in coverage to that provided by the City. An  
1090 employee who waives the health coverage shall receive the  
1091 "Kaiser-North" employee only premium established through PERS  
1092 Health Plan Services Division on a monthly basis in cash.
- 1093 B. Life Insurance
- 1094 1. Effective July 1, 1996, the City shall maintain a \$40,000 term life  
1095 insurance policy with a \$40,000 accidental death and  
1096 dismemberment (double indemnity) feature, and pay the premium  
1097 costs of such a plan.

1098                    2.        Effective July 1, 1984, the City shall allow current retirees who are  
1099                    now covered by VPOA Standard Insurance Policy #236782-A, and  
1100                    who meet the eligibility requirements, to be covered by the current  
1101                    \$14,000 policy, and to pay their own premium.

1102        **SECTION 23: DENTAL PLAN**

1103                    A.        Effective July 1, 1990, the City shall maintain the existing dental plan,  
1104                    increase the yearly maximum from the current \$1,000 to \$2,000, and  
1105                    provide bridgework to seventy (70%) coverage. The City shall pay the  
1106                    premium costs of such plan for all employees and their dependents.

1107                    B.        Effective July 1, 1990, the City shall maintain the existing orthodontic plan  
1108                    and increase coverage to allow for employee and dependent children  
1109                    which shall provide fifty percent (50%) coverage to a lifetime maximum of  
1110                    \$2,000 per covered individual. The City shall pay the premium costs of  
1111                    such plan.

1112        **SECTION 24: LEAVES OF ABSENCE**

1113                    A.        The City Manager may grant a regular employee leave of absence with or  
1114                    without pay not to exceed one (1) year, if either or both of the following  
1115                    should be found:

1116                    1.        The employee's occupation during leave of absence will improve  
1117                    the proficiency of the employee in City employment and return of  
1118                    the employee is desirable and in the interests of the City.

1119                    2.        The employee's circumstance is such that the employee must  
1120                    resign if leave is not granted and the performance of the employee  
1121                    is such that a return to City service is desired so that the  
1122                    inconvenience of the absence of the employee is thereby justified.

1123  
1124

- 1125 B. No such leave shall be granted except upon written request of the  
1126 employee. Approval shall be in writing and a copy filed with the Civil  
1127 Service Commission. Authority to grant leave of absence shall include  
1128 authority to abrogate such leave of absence.
- 1129 C. Upon expiration of a regularly approved leave, or within a reasonable  
1130 period of time after notice to return to duty, the employee shall be  
1131 reinstated in a position of the same or equivalent class as that held at the  
1132 time leave was granted. Failure on the part of the employee on leave to  
1133 report promptly at its expiration or within a reasonable time after  
1134 abrogation of leave or notice to return to duty shall be cause for dismissal.
- 1135 D. Failure to report at the expiration of a leave shall remove an employee  
1136 from the service of the City.
- 1137 E. If an employee desires to report for duty prior to the expiration of a leave  
1138 of absence, the employee shall notify the appropriate department head in  
1139 writing and thereupon shall return within one week from the date of the  
1140 receipt of the communication by the head of the department; provided,  
1141 however, that if for reasons of economy, in the opinion of the head of the  
1142 department, it is not advisable to fill the position, or if it has been filled  
1143 during the absence of the employee on leave, then the employee shall not  
1144 return prior to the expiration of the leave of absence if so directed.

1145 **SECTION 25: UNAUTHORIZED LEAVE**

- 1146 A. No employee shall be absent from duty without leave, except in case of  
1147 sickness or great emergency.
- 1148 B. An employee who is absent from service without a valid leave of absence  
1149 for ten (10) consecutive calendar days shall be deemed to have  
1150 abandoned the position held with the City and to have resigned from the  
1151 service, unless the employee shall within a period of thirty (30) calendar  
1152 days next succeeding such ten (10) days, establish that such failure was  
1153 excusable; provided, however, that nothing herein contained shall be  
1154 construed as preventing the employing authority from suspending or  
1155 discharging an employee on account of unauthorized leave.

1156 **SECTION 26: MILITARY LEAVE**

- 1157 A. Military leave, as defined in State law, shall be granted to any regular  
1158 employee. Any employee who is granted military leave may be paid at  
1159 his/her regular rate to a maximum of thirty (30) calendar days, in any  
1160 calendar year, while on such leave.
- 1161 B. All employees entitled to military leave shall give the City Manager an  
1162 opportunity, within limits of military regulations, to determine when such  
1163 leave shall be taken.

- C. All persons who voluntarily enlist or otherwise enter the armed forces of this State or of the United States of America during time of war, or for the duration of any limited or other national emergency as declared by the President or Congress of the United States or by the Governor of California shall, during the period of such service and for a period of six (6) months from and after the termination of such service, be on a leave of absence from the City and shall be entitled to return to the service of the City during the time so designated, to the same rank and position to which they would be or would have been entitled to in the event any change in personnel has occurred during the period of military leave; provided, however, that any such person is not, upon such return, either physically or mentally incapacitated from performing the duties of the position to which he/she is entitled to be restored. No such leave shall be allowed to any employee who is dishonorably discharged from any branch of the armed forces.

## **SECTION 27: RETIREMENT PLAN**

- A. Effective July 1, 2000 the City shall provide the California Public Employee Retirement System Local Safety 3% at 50 retirement program to all eligible members of the representational unit.
- B. Effective July 1, 1990, the City shall provide to those employees currently covered the Third Level of 1959 Survivor Benefit Sections 21380-87 including Section 21382.4. The \$2.00 per month cost shall be borne by the employee. Effective July 1, 1999 or as soon after that date as possible, the City shall provide to all employees the Fourth Level of 1959 Survivor Benefit.
- C. Effective as soon as practical after July 1, 1996, the City shall modify its contract with PERS to provide that bargaining unit members may "buy back" time served on active duty with the United States military prior to employment with the City according to PERS rules and regulations on a cost-neutral basis to the City.
- D. All employee contributions required by PERS shall be made by the City of Vallejo by deducting the amount of the total PERS employee contribution from the salary of the employee.
- E. The City shall implement the provisions of section 414(h)(2) of the Internal Revenue Code ("IRC") for the employee contributions deducted from the salary of employees. This shall not be construed as a guarantee by the City of the existence or continuation of any tax benefits arising from this section of the IRC, nor shall the City indemnify any employee against any loss that may result from any different interpretation, change or elimination of the relevant sections of the IRC.

1204 F. The City of Vallejo shall contact the Public Employees Retirement System  
1205 (PERS) and request a cost estimate for the optional 3% Annual Cost of  
1206 Living Allowance Increase for retirees. If at any time during the term of  
1207 this agreement, this benefit can be provided at no cost to the City of  
1208 Vallejo, the City shall contract with the Public Employees Retirement  
1209 System (PERS) to provide this benefit. At any time during the term of this  
1210 agreement, the Union can elect to purchase the benefit with the cost to be  
1211 deducted from a scheduled annual salary increase.

1212  
1213 G. Effective July 1, 2003, or as soon as possible thereafter the City will  
1214 develop and fund a program which will allow employees, at their option, to  
1215 roll their leave pay-out, tax deferred, into a 401A or Insured Sick Option  
1216 Plan (ISOP), provided such plan can be implemented within the deferred  
1217 compensation and/or Internal Revenue laws.

- 1218  
1219 1. The City shall spend no more than \$1,500 to set up such program  
1220 for both VPOA and IAFF.  
1221  
1222 2. The City shall spend no more than \$1,000 annually for members of  
1223 both VPOA and IAFF.

## SECTION 28: POLICE VEHICLES

- A. All police vehicles shall be maintained in a mechanical condition which is at all times safe for police work.
- B. A police vehicle may be determined by the employee assigned to operate the vehicle, and his/her immediate supervisor, to be unsafe. Such vehicle shall be taken out of service immediately and not assigned to any employee until the vehicle has been returned to a safe mechanical condition. The employee shall be assigned by the immediate supervisor to other duties while the vehicle is out of service.

## SECTION 29: SAFETY

- A. Safety equipment as mandated by State law to properly protect police officers shall be provided by the City. Such safety equipment shall be maintained by the City in a condition suitable for police service as may be required by law.

## SECTION 30: GRIEVANCE PROCEDURE

- A. For the purpose of this Agreement, the term "grievance" means any dispute concerning wages, hours and working conditions with respect to the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement, as well as questions of arbitrability.
1. Notwithstanding Subsection A above, matters for which another appeal or grievance procedure has been established by law, such as employee disciplinary actions under City Charter Sections 803(n) and 803(o), disability retirements, workers' compensation issues, and written reprimands shall be governed by applicable provisions of law, and not by this grievance procedure.
  2. Appeal of Disciplinary Actions shall be subject to Section J of this Grievance Procedure.
- B. In the event a complaint has not been resolved by verbal discussion with the employee's supervisor designated for that purpose by the department head, the matter shall be resolved in the following manner:
1. FIRST STEP
    - a. To be processed hereunder a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the agreement which has allegedly been violated, state the desired resolution, must be signed by the employee who is filing the grievance and the Association President or his/her designee, and must be

1262 presented to the department head or his/her designated  
1263 representative within ten (10) regularly scheduled working  
1264 days after the employee has knowledge of the occurrence of  
1265 the event upon which it is based. However, no grievance  
1266 shall be processed hereunder regarding an occurrence  
1267 which happened more than twenty (20) regularly scheduled  
1268 working days prior to the date the written grievance is  
1269 presented to the department head or his/her designated  
1270 representative. Within ten (10) regularly scheduled working  
1271 days following appropriate presentation of the written  
1272 grievance, the department head and/or his/her designated  
1273 representative shall meet the grievant and the Association  
1274 President or his/her designee to discuss the grievance. A  
1275 written answer shall be given by the department head or  
1276 his/her designated representative within ten (10) regularly  
1277 scheduled working days after the date of the First Step  
1278 meeting.

1279 2. SECOND STEP

1280 a. If the grievance has not been settled at the First Step and if it  
1281 is to be appealed to the Second Step, the grievant and the  
1282 Association President or his/her designee shall notify the  
1283 Director of Human Resources and the City Manager in  
1284 writing within five (5) regularly scheduled working days after  
1285 the grievant's receipt of the First Step response. If such  
1286 notification is made, the grievance shall be reviewed at a  
1287 meeting between the City's and the Association's grievance  
1288 committees within ten (10) regularly scheduled working days  
1289 after receipt by said Director of a notice of desire to appeal.  
1290 A written answer shall be given by the City's grievance  
1291 committee to the grievant and the Association's grievance  
1292 committee within five (5) regularly scheduled working days  
1293 after the date of the Second Step meeting.

1294 3. THIRD STEP

1295 a. If the grievance has not been resolved in the foregoing steps  
1296 and the Association desires to carry it further, the Associa-  
1297 tion shall, within ten (10) regularly scheduled working days  
1298 following receipt of the City's Second Step answer, advise  
1299 the Director of Human Resources and the City Manager in  
1300 writing that such answer is unacceptable, the reasons it is  
1301 deemed to be unacceptable and that the matter is being  
1302 referred to an Arbitration Board.

1303 b. The Arbitration Board shall consist of one (1) representative  
1304 selected by the City, and one (1) representative selected by



1305 the President. The City and Association Representatives  
1306 Arbitration Board shall immediately request the California  
1307 State Mediation and Conciliation Service to provide a list of  
1308 seven (7) neutral arbitrators. The City and the Association  
1309 shall alternately strike a name from the list (the winner of a  
1310 coin toss to go second), and the last name remaining shall  
1311 be designated as the neutral arbitrator on the Arbitration  
1312 Board. The decision of a majority of the Board of Arbitrators  
1313 shall be final and binding upon all parties.

1314 c. The Board of Arbitrators shall not have any authority to add  
1315 to, subtract from, change or modify any provisions of this  
1316 Agreement but shall be limited solely to the interpretation  
1317 and application of the specific provisions contained herein.

1318 d. The expenses and fees, if any, of the Association  
1319 representative shall be borne by the Association. The  
1320 expenses and fees of the impartial arbitrator shall be shared  
1321 equally by the City and the Association.

1322 C. Time limits at any step of the grievance procedure may be extended only  
1323 by mutual written agreement between the City and the Association. In the  
1324 event the Association does not appeal a grievance from one step to  
1325 another within the time limits specified, the grievance shall be considered  
1326 as being settled on the basis of the City's last answer. In the event the  
1327 City fails to reply to a grievance at any step of the grievance procedure  
1328 within the specified time limits, the grievance may be processed by the  
1329 Association to the next step in the grievance procedure.

1330 D. Association representatives shall suffer no loss of pay from their regularly  
1331 scheduled work for time necessarily spent processing grievances as  
1332 provided for in this grievance procedure. In no event shall such  
1333 representatives be eligible for additional compensation or compensatory  
1334 time off as a result of their activities in conjunction with said processing.  
1335 The processing of grievances shall not create a serious disruption of work  
1336 or an unsafe condition.

1337 E. A grievance concerning matters directly affecting five (5) or more persons  
1338 in the bargaining unit shall be termed a "unit-wide" grievance and shall be  
1339 filed not later than fifteen (15) regularly scheduled working days following  
1340 the occurrence which is being grieved, shall be signed by the President of  
1341 the Association or his/her designee, and shall be processed starting at the  
1342 First Step of the grievance procedure.

1343 F. The City shall be promptly informed in writing as to the membership of the  
1344 Association's grievance committee and any changes therein.

1345 G. In matters involving disputes over the applicability of the grievance  
1346 procedure itself, such as might arise concerning identification of those

instances cited in Section 31 A.(1), wherein the City withholds its participation in the grievance procedure, the Association may file for arbitration under the demand proceedings established by the American Arbitration Association rules then in effect, provided that the Association first exhausts in the prescribed manner all steps set forth in this grievance procedure.

1. Such filing must occur not sooner than five (5) days and not later than fifteen (15) regularly scheduled working days following the date of appeal by the Association to the Third Step of the grievance procedure.

H. Wherever the words as used in this grievance procedure, "regularly scheduled working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this agreement.

I. This grievance procedure supersedes the Employee Grievance Procedure set forth in Administrative Rule 2.3 issued February 15, 1970, and said Administrative Rule shall be of no further force and effect between the parties during the term of this Agreement.

#### J. Appeal of Disciplinary Actions

##### 1. Arbitration of Disciplinary Actions

a. An employee subject to disciplinary action as set forth in Civil Service Rule 18.1 may elect, at the employee's option, to appeal that determination through arbitration, pursuant to this agreement. Such employee may not appeal a disciplinary action to both the Civil Service Commission and arbitration.

##### 2. Notice to Appeal

a. An employee subject to disciplinary action shall have five (5) calendar days to file a notice of appeal. Such notice shall state the employee's election of an appeal before the Civil Service Commission or arbitration. Such notice shall be in writing, directed to the Human Resources Director. If the employee elects to have the appeal heard before the Civil Service Commission, the Commission's rules and regulations pertaining to appeals shall apply.

##### 3. Selection of Arbitrator

a. Within ten (10) calendar days after notice of appeal electing arbitration, the City shall request a list of seven (7) arbitrators from the State of California, Department of Industrial Relations, Mediation and Conciliation Service. Within ten (10) days of receipt of such list, the employee or the employee's

representative shall meet with the Human Resources Director or his/her representative to select an arbitrator from the list provided. The City and the employee, (or his/her representative), shall alternatively strike a name from the list (the winner of a coin toss to go second) and the last name remaining on the list shall be designated as the arbitrator.

#### 4. Hearings

- a. The City shall promptly notify the selected arbitrator through the procedures set forth by the Department of Industrial Relations. Hearing dates shall be mutually determined by the parties.

#### 5. Jurisdiction of the Arbitrator

- a. The arbitrator's jurisdiction shall be to determine if the disciplinary action taken is for "just cause" and may reverse, modify, or uphold the disciplinary action. The decision of the arbitrator shall be final and binding.

#### 6. Fees and Expenses

- a. The expenses and fees of the arbitrator (including any cancellation fees) shall be shared equally by the City and employee. The expenses and fees, if any, of the employee shall be borne by the employee.

### SECTION 31: ASSOCIATION BUSINESS

- A. A reasonable number of officers and committee members of the Association shall be granted leave from duty up to a maximum of six hundred (600) hours per year which shall be over and above that permitted by State law (Government Code Section 3505.3) for purposes of collective negotiations, to participate in the conduct of Association business; provided, however, that the leave balance shall not be carried over from calendar year to calendar year. In order to qualify for leave under this subsection, the events or reasons for requesting the leave must be directly related to the negotiation and administration of this collective bargaining agreement, the administration of Association business, education of officers and committee members of the association, or the annual PORAC conference. Specifically excluded from consideration for leave under this subsection are events, which are political, social, or fund raising activities of the Association

- B. In order for all Association business leave to be considered reasonable, the requests must have the signature of the Association President with a reason explaining the purpose of the leave. The requests shall be submitted to the Chief of Police or his/her designee. The request must be received in a reasonable period of time in advance of the requested date for the Police Department to consider, evaluate and decide whether to

1437 grant the requested leave, and to make arrangements to secure any  
1438 needed replacement personnel. Requests shall conform to Police  
1439 Department policies on staffing. The Association President is not subject  
1440 to the staffing limitations. In same day exigencies, the Association  
1441 President is not subject to the advance notice requirement.

1442 C. Employees shall be allowed to donate annual leave and/or accrued  
1443 overtime into a specific fund. Annual leave will be credited to the special  
1444 fund at straight time, and accrued overtime will be credited to the special  
1445 fund at time and one-half. Expenditures from said fund shall be made  
1446 upon the decision of the Association with the approval of the Chief of  
1447 Police.

## 1448 **SECTION 32: POLICE OFFICERS' EMPLOYMENT RIGHTS**

### 1449 A. Outside Employment

1450 1. Every employee shall devote his/her time, attention and effort to the  
1451 service and welfare of the City while on-duty. Employees shall not  
1452 engage in any off-duty business, occupation or calling for  
1453 compensation without first obtaining the approval of the Department  
1454 Head.

1455 2. Off-duty employment will be approved subject to:

1456 a. An absence of interference with the full and efficient perfor-  
1457 mance of duty at all times.

1458 b. The absence of a demonstrable conflict of interest between  
1459 outside employment and City employment.

1460 c. Outside employment must be covered under the State  
1461 Compensation Insurance Fund, or a comparable insurance  
1462 policy covering industrial accidents and injuries, said  
1463 coverage to be approved by the Director of Human  
1464 Resources.

1465 d. Outside employment will not create any liability against the  
1466 City.

1467 e. No outside employment involving use of Police Department  
1468 badge, uniform insignia, or peace officer authority is  
1469 permitted; personnel are strictly prohibited from engaging in  
1470 outside employment in any capacity which requires the  
1471 officer to assume police officer status; outside employment  
1472 as a uniformed security guard is not allowed.

## 1473 **SECTION 33: EXISTING BENEFITS**

1474           A.     All existing benefits presently enjoyed by employees within the unit  
1475                    represented by the Association shall remain in full force and effect during  
1476                    the life of this Agreement, except as they may be amended by this  
1477                    Agreement.

1478     **SECTION 34: VALIDITY OF AGREEMENT**

1479           A.     In the event that any provision of this Agreement shall at any time be  
1480                    declared invalid by a decision of any court of competent jurisdiction, such  
1481                    decision shall not invalidate the entire Agreement, it being the express  
1482                    intention of the parties of this Agreement that all other provisions not so  
1483                    declared invalid shall remain in full force and effect.  
1484

## **SECTION 35: OUT-OF-CLASSIFICATION ASSIGNMENT**

- A. When an employee is temporarily assigned by the Chief of Police or his/her designated representative to perform the duties of a higher classification covered by this Agreement, such employee shall receive that step in the salary range of the higher classification at least five percent (5%) higher than the current salary of the assigned employee, beginning with the first day of such assignment, for each shift such work is performed. The employee shall be paid based on hour-for-hour while assigned to a higher classification.
- B. The provisions of this Section shall not apply to those promoted to the classification of Corporal when acting in the capacity of Sergeant for periods of time less than three (3) continuous months.
- C. At the discretion of the Chief or his/her designee, temporarily vacant positions may be left unfilled.

## **SECTION 36: POLICE DEPARTMENT GYM**

- A. The City shall make aerobic and anaerobic conditioning equipment available for use by employees during off-duty hours in a location selected by the City. It is understood and agreed that the use of this equipment is a voluntary, off-duty recreational activity which is not required as a part of the employees' work-related duties.

## **SECTION 37: EMPLOYEE ASSISTANCE PROGRAM**

- A. The City will provide an Employee Assistance Program. Such a program will provide to each employee and eligible dependents a total of five (5) visits each per calendar year.

## **SECTION 38: PAYCHECK AVAILABILITY**

- A. Paychecks shall be kept in a secure place and shall be made available at 12:01 a.m. on Friday paydays, providing no last-minute general payroll problems have occurred. The City shall not be responsible for the security of the payroll checks after they have been released.

## **SECTION 39: POST TRAINING**

- A. Officers shall have the option of attending POST reimbursable training of their choice every other year in addition to any POST certified in-service training subject to the following conditions:
1. The course, or combination of courses, cannot exceed forty (40) hours in length. Any technical training that an officer has received

1521 during the two-year compliance requirement shall count towards  
1522 this forty (40) hours.

1523 2. Selections will be by course title only. Actual dates and providers  
1524 will be scheduled by the Training Section after consideration of  
1525 Department staffing levels, availability of courses, and individual  
1526 needs to meet compliance requirements.

1527 3. Courses requested by an officer must be related to the individual's  
1528 current position or future position within the Vallejo Police  
1529 Department subject to the following requirement. Necessary basic  
1530 courses for the individual's current assignment, as identified by the  
1531 Training Section, must be completed prior to consideration for other  
1532 training.

1533 4. All officers shall submit a selection to the Training Section by June  
1534 1st for scheduling the following year. Selections will be processed  
1535 for only those officers who must comply with POST regulations  
1536 during that period.

1537 5. If a selection cannot be accommodated or an officer fails to submit  
1538 a selection, the Training Section will schedule the officer for an  
1539 appropriate course to maintain compliance with POST regulations.

1540 6. A list of applicable POST reimbursable courses shall be maintained  
1541 in the Watch Commander's Office.

1542 B. Nothing in this section prevents an employee from requesting a course  
1543 exceeding forty (40) hours in length, provided that the Department's  
1544 resolution of the request shall be final.  
1545  
1546

## **SECTION 40: PREGNANT OFFICERS-MODIFIED DUTY**

- A. A pregnant officer shall be placed on modified/light duty under the following conditions:
1. The officer requests from the Chief that she be placed on modified/light duty;
  2. The officer's physician provides a letter or form stating that she should be placed on modified/light duty with any specific restrictions noted.
  3. Upon this notification, the Chief shall keep this information confidential.
- B. Pregnant officers shall not wear a uniform or be publicly identified as police officers after being placed on modified/light duty.



## SECTION 41: INTERNAL AFFAIRS INTERVIEWS

- A. Prior to an internal affairs interview, the officer shall be advised of his/her AB 301 right to have a representative of his/her choice present during the interview. The officer may select as his/her representative an attorney, Association representative, or any other representative not involved in the investigation.
- B. Information to be Included During all Internal Affairs Interviews
1. Identify interviewing internal affairs officers.
  2. Have officer identify himself/herself, badge number, and any other person who is present.
  3. The entire investigation concerning this incident and the tape recording are classified as confidential by the Chief of Police.
  4. Since this is an administrative investigation, police officers should realize that they are being directed to cooperate in all phases of this investigation which includes, but is not limited to, the tape recording. Therefore, the officer's statement and/or other acts of cooperation during this administrative investigation cannot be used against the officer during any subsequent criminal investigation which may be initiated as a result of the incident.
  5. In the event the officer fails to cooperate during the course of the investigation, the officer will be subject to disciplinary action, the severity of which could be termination.

## SECTION 42: ADMINISTRATIVE APPEAL PROCEDURE FOR WRITTEN REPRIMANDS AND STANDARDS FOR REMOVAL OF DISCIPLINARY ACTIONS FROM SAFETY OFFICER'S FILE

### A. Administrative Appeal Procedure of Written Reprimands

1. An employee who has received a written reprimand may request an administrative appeal. To appeal a written reprimand, an employee shall notify the Office of the Chief of Police. Such notification shall be in writing and filed within ten (10) regularly scheduled working days of the date of the written reprimand.
2. Upon receipt of such notice, the Police Chief shall designate a neutral third party, which may be a Police Captain or other Police Department management official to hear the appeal. In the event the employee objects to the designation made by the Police Chief,

the Human Resources Director will serve as the designated third party neutral.

3. The neutral third party designated to hear the appeal shall schedule a hearing within ten (10) working days of the date of the notice of appeal to the Police Chief. The parties may agree to waive this timeline by mutual agreement.
4. The appeal hearing before the neutral third party shall be informal. Formal rules of evidence shall not apply. The informal hearing shall be limited to providing the appellant with the opportunity to present a record of the circumstances surrounding the imposition of the written reprimand and the opportunity to convince the City to reverse its course of action.
5. The neutral third-party shall have the authority to reverse, modify or sustain the written reprimand. The decision of the neutral third-party shall be in writing, and shall be served on the appellant and City within twenty (20) regularly scheduled workdays from the close of the informal hearing.
6. The decision of the neutral third-party shall be final and binding. The decision is not subject to any further administrative review, nor is it subject to the provisions of Section 30 of the labor agreement.

Nothing contained in this section shall limit any rights of a safety employee under Government Code Section 3300-3311.

## **B. REMOVAL OF DISCIPLINARY ACTION FROM EMPLOYEE'S PERSONNEL FILE**

Disciplinary actions shall be removed from an employee's personnel file according to the following schedule:

1. Written Reprimands – Sustained or unappealed written reprimands shall be removed from the employee's personnel file two years from the date of issue, unless such written reprimand is used as part of a progressive disciplinary action taken within the two year period. In such case, the written reprimand shall be subjected to the schedule in subsection 2 below.
2. Suspensions, Fines or Demotions – Sustained or unappealed suspensions, fines or demotions shall be removed from the employee's personnel file five years from the date of issue or in the case of a sustained (or modified) appeal of such action by the Civil Service Commission, five years from the date of the decision of by the Civil Service Commission, unless such disciplinary action is

used as part of a progressive disciplinary action taken within the five year period.

For the purposes of this Section, the employee's personnel file shall mean those records normally maintained by the Police Department.

#### **C. REOPENER**

This supplemental agreement shall be reopened by request of the VPOA one year from the date of its ratification by the Vallejo City Council. Such request shall be in writing, directed to the City's Human Resources Director.

### **SECTION 43: COMMUNICATIONS OPERATORS**

- A. Communications Operators in the police dispatch position shall answer telephones only when all other operators are busy. Under no circumstances will a Communications Operator in the police dispatch position allow telephones to go unanswered when all other operators are busy and when the police dispatcher has the time to answer the call.
- B. Once it is determined the caller does not have an emergency, the Communications Operator shall place the caller on hold. The call will then be handled by the next available Communications Operator not assigned to the police dispatch position.

### **SECTION 44: SAFETY VESTS**

- A. All sworn uniform personnel represented by the bargaining unit, when in the field, will wear a Department issued bullet resistant vest. All sworn personnel are required to possess a bullet resistant vest which meets or exceeds the National Institute of Justice standard of threat level II, and the vest will have bullet resistant panels in the front and rear of the vest.
- B. Sworn personnel will be reimbursed the actual cost of the vest and a second cover not to exceed seven hundred dollars (\$700).
- C. Sworn personnel may, at their option, purchase and wear a vest of a different style or higher threat level than minimally required. Any additional expense for such a vest above the seven hundred dollars (\$700) referred to in Section B above, will be borne by the purchasing officer.
- D. If normal deterioration of the vest covering causes the vest to be unusable, the Department will bear the cost of repairing or replacing the covering.
- E. Bullet resistant vests will be considered Department property upon leaving employment with the Department and must be returned to the

1688 Department. If an officer wishes to purchase the vest, a prorated cost will  
1689 be determined.

1690 F. In the event the National Institute of Justice definition or standard for  
1691 threat level II vest changes, the Department will recognize the new  
1692 standard, and from that day forward newly hired officers and officers who  
1693 have vests exceeding the serviceability life expectancy of the vest will be  
1694 required to purchase vests meeting that new standard and will be reim-  
1695 bursed accordingly.

1696 G. All vests will be replaced or reimbursed for replacement when the ser-  
1697 viceability of the respective vest reaches the serviceability life expectancy  
1698 as determined by the National Institute of Justice standards.

## 1699 **SECTION 45: MODIFIED DUTY ASSIGNMENTS**

1700 A. When an employee who has suffered an on-duty injury or illness is  
1701 medically cleared to return to less than full duty, the employee will be  
1702 assigned to duties commensurate with the medical clearance, in either the  
1703 shift he/she was assigned to at the time of the injury or illness during the  
1704 first fourteen (14) calendar days of return to duty, or to a different shift  
1705 schedule if the employee agrees. After fourteen (14) calendar days if the  
1706 employee is not able to return to full duty, the employee may be assigned  
1707 to a shift determined appropriate by the Chief of Police. In making the  
1708 decision as to the shift assignment of the employee, the Chief of Police  
1709 shall consider personal circumstances which may require that the  
1710 employee be assigned to the same shift that the employee was assigned  
1711 to at the time of the injury.

1712 B. Employees who have suffered an off-duty injury or illness, have been  
1713 medically cleared to return to less than full duty, and have received a  
1714 medical prognosis of full recovery, shall be assigned to duties commen-  
1715 surate with their medical clearance in a shift schedule which best meets  
1716 the Department's needs as determined by the Chief of Police, or may  
1717 continue to use sick leave during the term of his/her injury or illness based  
1718 upon medical proof of the need to use such leave. The Department has  
1719 the discretion to terminate such modified duty assignments after ninety  
1720 (90) calendar days of the date on which the employee commenced  
1721 modified duty service.

1722 C. Nothing herein shall be construed to mean that permanent modified duty  
1723 assignments exist within the Police Department.  
1724

## 1725 **SECTION 46: EVALUATIONS**

1726 A. Each reviewing supervisor who wishes to make a comment about the  
1727 employee's performance shall note the comments on an addendum to the

1728 initial supervisor's evaluation of the employee. The addendum shall be  
1729 signed by the person(s) making the additional comments.

1730 B. Nothing shall prohibit the Chief of Police, or his/her designee, from  
1731 completing as many special evaluations as deemed necessary for any  
1732 employee during the course of any given year.

## 1733 **SECTION 47: CITIZEN COMPLAINTS**

1734 A. When a logged citizen's complaint is resolved and does not result in an  
1735 internal affairs investigation or criminal proceedings against the officer,  
1736 he/she will be informed in writing of the results of the citizen complaint  
1737 inquiry.

1738 B. Citizens' complaints that are not resolved informally shall be referred to  
1739 the appropriate supervisor. If the unresolved complaint alleges  
1740 misconduct which may result in disciplinary action or criminal proceedings  
1741 against the officer, he/she shall be given notice and an opportunity to  
1742 respond before the Department resolves the complaint.

1743 C. Citizens lodging complaints against officers shall be requested to place  
1744 the complaint in writing.

## 1745 **SECTION 48: SUBSTANCE ABUSE/DRUG TESTING**

1746 A. It is intended that the Vallejo Police Department maintain a safe, healthful  
1747 and productive work environment for all employees. To that end, there  
1748 exists the prohibition of any chemical substance abuse, (e.g., alcohol,  
1749 illegal drugs or prescription drugs) by sworn personnel which may have  
1750 the potential to impair their ability to safely and effectively perform the  
1751 functions of their assignments or which may increase the potential for  
1752 accidents, excessive absenteeism, substandard performance, or poor  
1753 employee morale which may endanger public safety. Police officers are  
1754 held to a higher standard and the public's trust includes the expectation  
1755 that the police officer be a leader in the war against drug and alcohol  
1756 abuse.

1757  
1758 B. Generally

1759 1. Police officers shall not drink any alcoholic beverage while on-duty,  
1760 except when in plain clothes and only when necessary to perform  
1761 his/her duty.

1762 2. Police officers shall not report for duty while under the influence of  
1763 alcohol or when the odor of alcohol is emitting from his/her person.

1764 3. On-duty officers shall not use any restricted chemical substance,  
1765 unless prescribed by a physician for the treatment of an illness of

1766 injury. When the chemical substance is prescribed by a physician,  
 1767 the police officer shall not be under the influence to such an extent  
 1768 as to present a hazard to him/herself or others.

1769 4. The Department may relieve an officer of duty if it has reasonable  
 1770 suspicion based on objective symptoms that an officer may be  
 1771 under the influence of an impairing substance.

1772 C. Permanent and Probationary Employee Chemical Testing

1773 1. The Department may order, upon reasonable suspicion, an officer  
 1774 to submit to a drug or alcohol test based on the officer's conduct on  
 1775 duty during his or her scheduled work hours, or off-duty conduct if  
 1776 the officer represented himself/herself as a police officer or acted  
 1777 under color of his/her authority.

1778 a. The supervisor ordering an officer to submit to a chemical  
 1779 test shall as soon as practical document the facts creating  
 1780 the reasonable suspicion and submit a written report to the  
 1781 Chief of Police through the chain of command. The  
 1782 employee involved shall be provided with a copy of this  
 1783 report at the time it is submitted to the Chief of Police.

1784 b. An officer's refusal to obey an order to submit to a drug or  
 1785 alcohol testing constitutes insubordination and may lead to  
 1786 discipline, up to and including termination.

1787 Should the chemical test determine the absence of an  
 1788 impairing substance, the investigation into the reasonable  
 1789 suspicion shall continue and the officer may be placed on  
 1790 administrative leave with pay pending the resolution of the  
 1791 investigation.

1792 c. Should the chemical test determine the presence of an  
 1793 impairing substance, the officer shall be immediately relieved  
 1794 of duty, and may be placed on administrative leave with pay  
 1795 pending the results of the investigation.

1796 D. Special Circumstances Justifying Test in the Absence of Reasonable  
 1797 Suspicion

1798 1. The Department may order an officer to submit to a drug or alcohol  
 1799 test based on the officer's conduct on duty during his or her  
 1800 scheduled work hours, or off-duty conduct if the officer represented  
 1801 himself/herself as a police officer or acted under color of his/her  
 1802 authority as soon as practicable under the following circumstances:

1803 a. When an officer is involved in the shooting of another  
 1804 person.

- 1805                                b.      When an officer is involved in a vehicular accident resulting  
1806    in serious injury, death or major damage to property.
- 1807                                c.      When an officer is involved in any action which causes death  
1808    or great bodily harm to another.
- 1809                    E.      Testing Procedure
- 1810                                1.      When drug use may be involved, the department may order the  
1811    officer to take a urine test or blood test.
- 1812    a.      The urine drug test includes a first screen immunoassay  
1813    (SYVA-EMIT) test confirmed by Gas Chromatography/Mass  
1814    Spectrometry (GCMS).
- 1815    b.      When an employee is requested to submit a urine sample for  
1816    chemical analysis, the process shall be conducted in the  
1817    presence of a person of the same sex as the employee  
1818    submitting the sample. The supervisor will follow  
1819    appropriate procedures to maintain the proper chain of  
1820    custody for the sample.
- 1821                                2.      When alcohol may be involved, the Department may order the  
1822    employee to take a blood, breath or urine test (conducted in the  
1823    presence of the same sex as the employee submitting the sample).  
1824    After completing the test selected by the Department, the employee  
1825    may request that a second test of his/her choice be administered  
1826    immediately by the Department at the Department's expense.

## 1827      **SECTION 49: TERM OF AGREEMENT**

- 1828
- 1829                    A.      This Supplemental Agreement shall become effective at 12:01 a.m. July  
1830    1, 2004. This Agreement shall remain in full force and effect through  
1831    June 30, 2010 and from year-to-year thereafter, unless either party shall  
1832    have given written notice to the other of its desire to amend or terminate  
1833    the Agreement not less than six (6) months prior to June 30, 2010, or  
1834    any subsequent anniversary date of the Agreement. The parties may at  
1835    any time mutually consent to extend this Agreement for a specific  
1836    period. Upon giving the notices provided herein, the parties shall meet,  
1837    collectively negotiate and attempt to resolve differences concerning  
1838    proposed amendments and changes submitted by either of them.  
1839    Should the parties fail to agree upon said requested amendments and  
1840    changes, then the matter shall be determined in accordance with the  
1841    City Charter. There shall be no strikes, lockouts or stoppages of work  
1842    during the life of this Agreement. The Sections of this Supplemental  
1843    Agreement supersedes the previous Agreement between the City and  
1844    VPOA covering period July 1, 2000 through June 30, 2005 and  
1845    Supplemental Agreements dated March 25, 2003 and July 15, 2003.  
1846

1847  
1848  
1849

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**



